

# Exhibit A

## LEHMAN BROTHERS HOLDINGS INC.

January 25, 2019

VIA FedEx DELIVERY

Caliber Home Loans as successor to First Priority Financial, Inc  
1525 S Belt Line Rd  
Coppell, TX 75019

RE: Demand for Payment

Dear Sir or Madam,

I write on behalf of Lehman Brothers Holdings Inc. ("LBHI"), as Plan Administrator, in connection with the enforcement of the (i) Broker Agreements between Lehman Brothers Bank, FSB, and First Priority Financial, Inc (the "Broker"), dated as of May 19, 2004 and November 9, 2005 (the "Broker Agreements"), and the incorporated Lender's Guidelines, and (ii) Assignment Agreement between Aurora Bank FSB (formerly known as Lehman Brothers Bank, FSB) ("Lehman Bank") and LBHI, dated as of June 25, 2010 (the "Assignment Agreement").

In sum, pursuant to the Broker Agreements, the Broker submitted to Lehman Bank application packages for residential mortgage loans, which were accepted and funded to create the loan(s) identified in Schedule A (the "Loan(s)"). Lehman Bank subsequently sold the Loan(s) to LBHI and assigned to LBHI its contractual rights with respect to the Loan(s), including its rights to indemnification. LBHI, as assignee of the agreements is entitled to all the benefits of the Broker Agreements and Lender's Guidelines. With respect to the Loan(s), the Broker breached representations, warranties and covenants and other provisions of the contracts. LBHI seeks to recover on claims it allowed in its bankruptcy with respect to the Loan(s) as a result of those breaches.

More specifically, with respect to the application packages provided by Broker to Lehman Bank under the Broker Agreements, Broker made a number of representations, warranties and covenants concerning the Loan(s) set forth in Schedule A. The Loan(s) did not satisfy those representations, warranties and covenants set forth in the Broker Agreements. See Schedule A. As a result of Seller's breaches of its obligations, LBHI has incurred, *inter alia*, claims, losses, damages and/or judgments, as well as attorneys' fees, costs and expenses, with respect to the loan numbers and corresponding loan amounts set forth in Schedule A. LBHI demands that Seller indemnify it, and hold LBHI harmless, with respect to the Loans, and with respect to LBHI's attorneys' fees, costs and expenses incurred in connection therewith (the "Demand Amount"), which amount, if not resolved consensually, will be determined at trial. We look forward to engaging in a dialogue with you and to the opportunity to resolve these issues with you amicably.

As such, LBHI hereby demands that Broker immediately pay LBHI the Demand Amount. The Demand Amount must be paid no later than thirty (30) days after receipt of this demand notice by wire transfer to the following account:

Bank:	Citibank
Account Name:	LBHI-DIP
Account Number:	3079-0197
ABA Number:	021-000-089

Please note that LBHI is prepared to pursue its rights to address the Broker's breaches of the Broker Agreements in the event that payment is not received within thirty days. Indeed, if payment is not received or a mutually acceptable resolution reached between LBHI and Broker, LBHI may commence court ordered mediation or litigation. Moreover, if resolution is not reached promptly, LBHI will seek, in addition to the Demand Amount: (i) prejudgment interest on the Demand Amount at the statutory rate (9%); and (ii) its reasonable attorneys' fees incurred in enforcing Broker's indemnification obligations.

Please be guided accordingly.

Nothing in this letter shall be deemed to constitute a waiver by LBHI of any rights and remedies that LBHI may have against the Broker under the Agreements, at law, in equity or otherwise, all of which are expressly reserved.

Any question you may have regarding this matter should be directed to the undersigned. I look forward to your prompt response.

Very truly yours,



Scot M. Osborne  
Lehman Brothers Holdings, Inc.  
Scot.Osborne@lehmanholdings.com

Enclosures

Schedule A

LBHI Loan Number	Claim Reason (1)	Claim Reason (2)	Claim Reason (3)	Claim Amount
0019898774	MISREP - DEBTS			\$67,847.19
0019899442	MISREP - DEBTS			\$57,414.45
0019919414	MISREP - INCOME/EMPLOY			\$221,975.55
0035652734	DOCUMENTATION			\$75,244.36
0035399807	MISREP - INCOME/EMPLOY			\$78,176.74
0035973726	DOCUMENTATION			\$267,449.87
0036197119	DOCUMENTATION	DOCUMENTATION	DOCUMENTATION	\$83,495.28
0036358349	MISREP - DEBTS			\$51,044.80
0036445633	MISREP - INCOME/EMPLOY			\$76,254.48
0036496875	DOCUMENTATION			\$81,901.53
0036502946	DOCUMENTATION	DOCUMENTATION	DOCUMENTATION	\$270,524.20
0037055084	MISREP - INCOME/EMPLOY			\$170,693.27
0037110434	MISREP - INCOME/EMPLOY			\$102,102.16
0037327533	DOCUMENTATION			\$69,247.41
0037405925	MISREP - DEBTS			\$326,730.18
0037835964	MISREP - DEBTS			\$56,563.77
0037855947	MISREP - INCOME/EMPLOY			\$110,264.10
0037874625	MISREP - INCOME/EMPLOY			\$415,756.93
0038040200	MISREP - INCOME/EMPLOY			\$239,850.47
0038089249	UW - OTHER			\$101,066.95
0038132320	MISREP - INCOME/EMPLOY			\$125,440.41
0038152476	MISREP - INCOME/EMPLOY			\$238,370.39
0038190237	MISREP - DEBTS			\$235,611.40
0038768008	MISREP - INCOME/EMPLOY			\$288,739.75
0038781159	MISREP - DEBTS			\$30,221.01
0038781175	MISREP - INCOME/EMPLOY			\$28,648.78
0038850301	COLLATERAL			\$94,512.60
0038955753	MISREP - INCOME/EMPLOY			\$227,428.48
0038996211	MISREP - INCOME/EMPLOY			\$263,943.29
0039072327	MISREP - INCOME/EMPLOY			\$198,381.53
0039076062	MISREP - INCOME/EMPLOY			\$50,016.11
0039456454	MISREP - INCOME/EMPLOY			\$119,206.39
0039462916	MISREP - INCOME/EMPLOY			\$390,685.29
0039474119	MISREP - INCOME/EMPLOY			\$439,518.89
0039474549	MISREP - INCOME/EMPLOY			\$227,221.25

0039569413	DOCUMENTATION			\$88,738.46
0039571120	MISREP - INCOME/EMPLOY			\$310,573.07
0039594106	MISREP - INCOME/EMPLOY			\$408,242.49
0039602008	MISREP - INCOME/EMPLOY			\$209,454.41
0045004371	MISREP - INCOME/EMPLOY			\$337,398.52
0045059748	MISREP - INCOME/EMPLOY			\$146,914.57
0045106358	MISREP - INCOME/EMPLOY			\$172,542.59
0045135605	MISREP - DEBTS			\$34,113.50
0045201167	MISREP - INCOME/EMPLOY			\$227,013.12
0045219433	MISREP - OCCUPANCY			\$79,179.68
0045291382	MISREP - INCOME/EMPLOY			\$237,433.35
0045291580	MISREP - INCOME/EMPLOY			\$261,852.08
0045335031	MISREP - INCOME/EMPLOY			\$187,959.76
0045898186	MISREP - OCCUPANCY	MISREP - INCOME/EMPLOY		\$227,067.41
0046070512	MISREP - INCOME/EMPLOY			\$371,619.78
0046079208	MISREP - INCOME/EMPLOY			\$336,615.41
0046806857	MISREP - INCOME/EMPLOY			\$108,531.59
0047161864	MISREP - INCOME/EMPLOY			\$582,619.92
0047191630	MISREP - INCOME/EMPLOY			\$256,837.36
0047323522	MISREP - INCOME/EMPLOY	MISREP - DEBTS		\$159,145.42
0016977621	MISREP - INCOME/EMPLOY			\$113,431.77
0019335546	DOCUMENTATION			\$167,913.57
0019394337	MISREP - INCOME/EMPLOY			\$143,412.16
0035257237	MISREP - INCOME/EMPLOY			\$131,675.26
0035351790	MISREP - INCOME/EMPLOY			\$203,712.84
0035352004	MISREP - INCOME/EMPLOY	MISREP - DEBTS		\$52,441.42
0035389972	MISREP - INCOME/EMPLOY			\$340,636.91
0035444421	MISREP - DEBTS			\$117,953.74
0035463645	MISREP - INCOME/EMPLOY			\$17,700.26
0035567577	DOCUMENTATION			\$62,104.28
0035589647	MISREP - DEBTS			\$114,804.89
0035619253	DOCUMENTATION	DOCUMENTATION	DOCUMENTATION	\$45,734.33
0035647031	DOCUMENTATION			\$39,983.08
0035746726	MISREP - DEBTS			\$168,437.38
0035942952	MISREP - DEBTS			\$317,795.54
0036539732	MISREP - INCOME/EMPLOY			\$259,390.20
0036714087	MISREP - INCOME/EMPLOY			\$275,425.93
0036752517	MISREP - INCOME/EMPLOY			\$232,240.81

0036845261	DOCUMENTATION		\$73,206.37
0036842185	MISREP - INCOME/EMPLOY		\$158,768.21
0036843522	MISREP - DEBTS		\$232,064.43
0036898377	MISREP - INCOME/EMPLOY		\$260,906.52
0036907418	DOCUMENTATION		\$81,332.55
0036955714	DOCUMENTATION		\$72,269.50
0037476652	DOCUMENTATION		\$87,249.58
0037477692	DOCUMENTATION		\$145,992.67
0037514726	MISREP - OCCUPANCY		\$311,834.84
0037515392	DOCUMENTATION		\$158,154.70
0037643822	MISREP - INCOME/EMPLOY		\$166,038.24
0037658978	MISREP - ASSETS		\$242,397.85
0037659398	MISREP - OCCUPANCY		\$36,523.66
0038264040	MISREP - INCOME/EMPLOY		\$229,424.65
0038264289	MISREP - INCOME/EMPLOY		\$83,015.36
0038402277	MISREP - DEBTS	MISREP - OCCUPANCY	\$527,506.37
0038524351	MISREP - INCOME/EMPLOY		\$218,146.71
0039119359	MISREP - INCOME/EMPLOY		\$120,409.51
0039119375	MISREP - INCOME/EMPLOY		\$77,584.79
0039287115	MISREP - INCOME/EMPLOY		\$130,122.65
0039312632	MISREP - INCOME/EMPLOY		\$221,482.02
0039333497	MISREP - INCOME/EMPLOY		\$69,708.75
0039341706	MISREP - DEBTS		\$190,660.30
0039700000	MISREP - INCOME/EMPLOY		\$330,320.99
0039721352	MISREP - DEBTS		\$168,849.75
0039721394	MISREP - DEBTS		\$222,099.54
0039776547	MISREP - INCOME/EMPLOY		\$346,441.40
0039816632	MISREP - INCOME/EMPLOY		\$359,723.04
0039847843	MISREP - DEBTS		\$316,513.64
0039863642	MISREP - INCOME/EMPLOY		\$176,390.46
0039871876	MISREP - INCOME/EMPLOY		\$234,517.00
0039941349	MISREP - INCOME/EMPLOY		\$296,115.13
0045471588	MISREP - OCCUPANCY		\$222,147.51
0045496007	MISREP - INCOME/EMPLOY	MISREP - OCCUPANCY	\$186,635.98
0045627361	MISREP - INCOME/EMPLOY		\$171,933.59
0045632858	DOCUMENTATION	DOCUMENTATION	\$238,334.48
0046308995	MISREP - INCOME/EMPLOY		\$5,442.80
0046362778	MISREP - DEBTS		\$74,662.58
0046482774	DOCUMENTATION		\$411,181.35

0046490363	MISREP - INCOME/EMPLOY			\$148,539.41
0047799044	MISREP - INCOME/EMPLOY	OTHER	MISREP - OCCUPANCY	\$134,407.64
			<b>Demand Amount</b>	<b>\$21,369,252.64</b>

ORIGIN ID: APAA (720) 945-4545 SCOT OSBORNE AURORA COMMERCIAL CORP. 4600 S. SYRACUSE ST 9TH FL OOR DENVER, CO 80237 UNITED STATES US		SHIP DATE: 25 JAN 19 ACTWGT: 0.25 LB CAD: 104183236/NET14100 BILL SENDER
TO <b>MANAGEMENT/LEGAL</b> <b>CALIBER HOME LOANS</b> <b>1525 S BELT LINE RD</b>		
<b>COPELL TX 75019</b> (707) 451-1001 REF: DL - FIRST PRIORITY FINANCIAL INV: DEPT.		
		
		
TUE - 29 JAN 4:30P ** 2DAY **		
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<b>SH KIPA</b> TX-US 75019 DFW 		

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